

Electronically Recorded

Tarrant County Texas

Official Public Records

12/3/2009 3:35 PM

D209316595

PGS 4 \$28.00

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR DRIVER'S LICENSE NUMBER.

AMENDMENT AND RATIFICATION OF OIL, GAS AND MINERAL LEASE
 ("Amendment")

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT § KNOW ALL MEN BY THESE PRESENTS:

Lessor:
SCI TEXAS FUNERAL SERVICES
 c/o Mr. Dann C. Narveson
 Director, Real Estate
 1929 Allen Parkway, 8th Floor
 Houston, Texas 77019

Lessee:
CARRIZO OIL & GAS, INC.
 1000 Louisiana Street, Suite 1500
 Houston, Texas 77002

Effective Date: November 27, 2009

WHEREAS, Lessee named above is the present operator and owner of the majority leasehold working interest of the Oil, Gas and Mineral Lease (the "Lease") dated November 27, 2007, executed by Lessor named above in favor of Scout Energy, as original lessee, a Memorandum of which is recorded as Document Number D208041339 of the Real Property Records of Tarrant County, Texas, covering 83.334 acres of land, more or less, as more fully described in the Lease (the "Land"); and

WHEREAS, the Lease was subsequently assigned from Scout Energy to Marsh Operating Company, and then assigned in part from Marsh Operating Company to Carrizo Oil & Gas, Inc. ("Lessee"), who is the current operator of record; and

WHEREAS, the Lease contains an option provision wherein the Lessee may extend the primary term of the Lease for an additional two (2) years from the expiration of the original primary term of November 27, 2009. It is now the desire of the Lessor and Lessee to amend such option provision so that the Lessee shall have the option to extend the primary term of the Lease effective November 27, 2009 for consecutive three (3) month periods, for a cumulative period of eighteen (18) months from the expiration of the original primary term.

NOW THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee do hereby delete Paragraph 11 (Option to Extend Primary Term) of the Lease in its entirety and replace it with the following:

"Option to Extend Primary Term. Notwithstanding anything herein contained to the contrary, it is agreed and understood that Lessee is hereby given the option to extend the primary term of this lease for additional three (3) month periods from the expiration of the original primary term, for a cumulative period of eighteen (18) months, until May 27, 2011. This option may be exercised by Lessee at any time prior to the end of the applicable three (3) month period by paying the following sum to Lessor:

1. Option Period from November 27, 2009 to February 27, 2010: \$31,250.25
2. Option Period from February 27, 2010 to May 27, 2010: \$41,667.00
3. Option Period from May 27, 2010 to August 27, 2010: \$52,083.75
4. Option Period from August 27, 2010 to November 27, 2010: \$52,083.75
5. Option Period from November 27, 2010 to February 27, 2011: \$52,083.75
6. Option Period from February 27, 2011 to May 27, 2011: \$52,083.75"

By this Amendment, Lessee hereby exercises the first Option Period from November 27, 2009 to February 27, 2010 by tendering to Lessor the sum of \$31,250.25 concurrent with the execution of this Amendment. Lessee expressly agrees that the entire Lease and the land described in the Lease shall be included in one or more pooled units.


Except as specifically modified by this Amendment, all of the terms and conditions of the Lease shall remain in full force and effect, and Lessor hereby ratifies, adopts, and confirms the Lease as amended by this Amendment.

This Amendment shall extend to and be binding upon Lessor and Lessee, and their respective heirs, executors, administrators, successors, and assigns. To the extent the terms of this Amendment conflict with the terms of the Lease, the terms of this Amendment shall control.

This Amendment is executed by Lessor and Lessee as of the date of the acknowledgement below, but is effective as of the Effective Date stated above.

LESSOR

SCI TEXAS FUNERAL SERVICES

By: 
Name: MICHAEL L. DECCELL
Title: VICE PRESIDENT

LESSEE

Carrizo Oil & Gas, Inc.

By: David M. Friedman
Name: David M. Friedman
Title: Agent

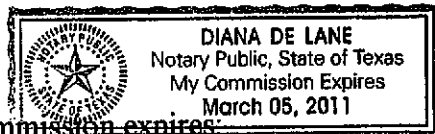
Marsh Operating Company

By: James C. Crain
Name: JAMES C. CRAIN
Title: President

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on this 24th day of November, 2009, by Michael L. Decell who is the Vice President of SCI Funeral Services.



My commission expires 3-5-2011

Diana De Lane
Notary Public in and for State of Texas

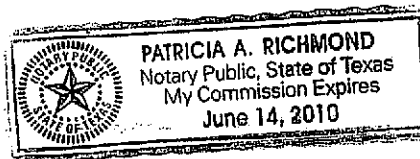
STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on this 25th day of November, 2009, by David M. Friedman who is the Agent of Carrizo Oil & Gas, Inc.

My commission expires: June 14, 2010

Patricia A. Richmond
Notary Public in and for State of Texas



STATE OF TEXAS §

HARRIS §
COUNTY OF ~~DALLAS~~ §

This instrument was acknowledged before me on this 3rd day of December, 2009, by James C. Crain who is the President of Marsh Operating Company.

My commission expires: June 14, 2010

Patricia A. Richmond
Notary Public in and for State of Texas

